

1 **COMP**

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12 **UNITED STATES DISTRICT COURT**

13 **FOR THE DISTRICT OF NEVADA**

14 DAVID WELCH, a Texas Citizen; STACY  
15 WELCH, a Texas Citizen; and JACK WELCH, a  
16 Texas Citizen,

17 Plaintiffs,

18 vs.

19 NARCONON FRESH START d/b/a RAINBOW  
20 CANYON RETREAT, a California Corporation;  
21 and DOES 1-100, ROE Corporations I – X,  
22 inclusive,

23 Defendants.

Case No.

**COMPLAINT AND JURY DEMAND**

24 Plaintiffs David Welch, Stacy Welch, and Jack Welch (“Plaintiffs”) allege on information  
25 and belief against Narconon Fresh Start, and DOES 1-100, ROE Corporations I – X, inclusive,  
26 (“Defendant” or “Narconon”), the following:

**I.**

**PARTIES**

1. Plaintiffs are, and at all relevant times to this Complaint were, citizens of Texas.

2. Defendant Narconon Fresh Start (hereafter “Narconon”), is, and at all times relevant to this Complaint was, a corporation incorporated under the laws of, and with its principal place of business in, the State of California. Defendant has been at all relevant times transacting business in Caliente, Lincoln County, Nevada.

3. Plaintiffs are unaware of the true names and capacities, whether individual, corporate, associate, or otherwise, of Defendant DOES 1-100, inclusive, and, therefore, sues these Defendants by fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint when the identities of these Defendants are ascertained.

## II.

### **JURISDICTION AND VENUE**

4. This Court has subject jurisdiction pursuant to 28 U.S.C. § 1332. The amount in controversy exceeds \$75,000.00, and there is complete diversity between the parties.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial portion of the events and omissions giving rise to this lawsuit occurred in this District, and the Court has personal jurisdiction over each of the parties as alleged throughout this Complaint.

## III.

### **FACTUAL ALLEGATIONS**

6. On or about August 1, 2013, Stacy Welch was searching the internet for help to find a drug rehabilitation facility for her 19-year-old son, Jack. Stacy found a website that purported to provide help in finding an appropriate drug rehabilitation facility.

7. Shortly after logging onto this website, a person who represented himself as an independent consultant from the site contacted David and Stacy to discuss possible rehab facilities and what prompted David and Stacy’s need for a rehab facility. After a lengthy interview and multiple follow-up calls, the consultant told David and Stacy that he strongly recommended that

1 David and Stacy send Jack, to “Fresh Start” for treatment. The consultant never referred to the  
2 facility as Narconon, but only as “Fresh Start.”

3 8. The consultant stressed that it was urgent to get Jack into the program right away. The  
4 consultant told David and Stacy that if they did not get Jack into the Fresh Start program, Jack  
5 would wind up dead.

6 9. The consultant set up an interview for David and Stacy with Narconon’s Intake Director,  
7 Josh Penn. Mr. Penn also stressed the importance of getting Jack into the program immediately  
8 for fear that any delay could have dire consequences for Jack.

9 10. Mr. Penn told David and Stacy that the Narconon program had a 76% success rate. Mr.  
10 Penn also represented to David and Stacy that their son would receive extensive counseling for  
11 drug abuse at Narconon.

12 11. Before speaking with Penn, David had reviewed Fresh Start’s website and had seen a  
13 reference to a book by L. Ron Hubbard titled “The Way To Happiness.” During their interview,  
14 David expressed his concern about the program referencing a book by L. Ron Hubbard, the  
15 founder of the Church of Scientology. David asked whether the program had anything to do with  
16 Scientology.

17 12. Penn assured David that the Fresh Start program had nothing to do with Scientology.  
18 Instead, the program simply used excerpts from “The Way To Happiness” book.

19 13. Penn explained that the fee for the program would be \$33,000 and was to be paid upfront.  
20 Penn also recommended that Jack undergo medical detox in Murrieta, California, before beginning  
21 the Fresh Start program in Caliente, Nevada.

22 14. Believing the claim that the Fresh Start program has a 76% success rate, David and Stacy  
23 agreed to send Jack to the program.

24 15. Penn presented David and Stacy with the Narconon Fresh Start Terms and Conditions (the  
25 “Contract”) attached hereto as **Exhibit 1**.

1 16. The Contract describes the founding of the Narconon program as follows: “The Narconon  
2 Program was founded in 1966 by William Benitez, where it was first used in the Arizona State  
3 Prison, after being inspired by the practical betterment philosophy of author and humanitarian L.  
4 Ron Hubbard in the book, The Fundamentals of Thought.”

5 17. To hide Narconon’s origin in Scientology, Narconon misrepresented the title of the L. Ron  
6 Hubbard book that inspired its creation. The actual title of the L. Ron Hubbard Book is  
7 “Scientology: The Fundamentals of Thought, The Basic Book of the Theory and Practice of  
8 Scientology for Beginners,” (hereafter “Scientology: Fundamentals of Thought”).

9 18. In the same paragraph, the Contract provides, “The Narconon Program is secular (NON-  
10 RELIGIOUS) in nature and the program does not include in any participation in any religious  
11 studies of any kind.” Despite Narconon’s representation that it is a secular program, the Narconon  
12 Program has patients unwittingly practicing and studying Scientology in place of counseling for  
13 substance abuse, as set forth in more detail below.

14 19. Only after Jack attended the medical detox program in California did David and Stacy  
15 learn there was an additional charge of \$3,250.00 for the program. When asked about the  
16 additional charge, Penn apologized for not being clear that a third party manages the medical  
17 detox, and, consequently, Fresh Start has no control over the fee.

18 20. On information and belief, the “independent consultant” who contacted David and Stacy  
19 and recommended he send Jack to Narconon Fresh Start is affiliated with Narconon and receives  
20 compensation from Narconon for recommending persons to enter the Narconon program.

21 21. On information and belief, the detox facility in Murrieta, California, also is affiliated with  
22 Narconon, despite being represented to be an independent third party.

23 22. Staff members were abusing alcohol at the detox facility and there were no medical  
24 personnel at the facility though it was called “medical detox.”  
25

1 23. After he completed his time at the detox facility in Murrieta, Narconon sent Jack to its  
2 facility near Caliente, Nevada. Jack was transported from Las Vegas, where he landed, to  
3 Caliente, Nevada, by a convicted felon who was the boyfriend of one of the Narconon staff  
4 members in Caliente, Nevada.

5 24. On arriving at the Narconon facility, staff told Jack that he would be refused treatment  
6 unless he signed a statement attesting that he is not a journalist and that he would not sue  
7 Narconon for anything that happens in the facility.

8 25. Jack initially refused to sign any statement. However, after considering, *inter alia*, that his  
9 parents had already paid a non-refundable fee of \$33,000.00 for the treatment, Jack finally gave in  
10 to the staff members' pressure and signed the statement.

11 26. Narconon did not provide Jack or his family with a copy of this statement. In any case,  
12 any statement Jack signed at Narconon purporting to compromise his legal rights against  
13 Narconon or anyone else is void, *inter alia*, for duress. Moreover, any such statement was not part  
14 of the bargained-for-exchange that gave rise to the Contract between Welch and Narconon.

15 27. Narconon initially housed Jack in the "Treehouse," an area of the facility used to house  
16 patients completing detox. During the time Jack was in the Treehouse to complete detox, Jack's  
17 assigned staff member, Josh Black, had Jack perform "Light Objectives." Light Objectives  
18 consisted primarily of the staff member asking Jack to "become curious" about inanimate objects  
19 located about the room. Further, the staff member asked Jack to name certain items in the room  
20 that Jack could touch.

21 28. Besides going on walks, Narconon did not allow Jack to do anything other than Light  
22 Objectives while he was in the Treehouse. After completing his time in the Treehouse, Narconon  
23 moved Jack into its main housing quarters.

24 29. As is common practice at Narconon, Jack was not allowed to speak on the telephone to his  
25 family for weeks after being admitted to the program. Narconon students are not allowed access

1 to their mobile phones, and, consequently, any telephone communications students have must take  
2 place on one of the facility's two payphones. When Jack was finally allowed to speak with his  
3 parents, he was only allowed to do so with a Narconon staff member in the room with him. In the  
4 initial calls to his family, Jack was always on a speakerphone with a staff member present. Jack  
5 and other students were afraid to criticize Narconon over the phone for fear of repercussions from  
6 staff members.

7 30. Most, if not all, of Narconon staff members are "graduates" of the Narconon program.  
8 Some of the staff members have only completed the Narconon program as patients within the last  
9 few months. These staff members are now responsible for the care and supervision of patients  
10 with serious substance abuse problems.

11 31. During Jack's time at Narconon, two staff members had to be "quarantined off" from  
12 patients because of their continued drug use. One staff member was smoking marijuana and the  
13 other crack cocaine.

14 32. Most, if not all, of Narconon staff members have no other qualification for working with  
15 persons with substance abuse problems other than the fact that they completed the Narconon  
16 program. Narconon staff members have no formal training in healthcare, such as nursing, or in  
17 counseling.

18 33. Narconon does not have any on-site medical professionals, such as doctors or nurses.

19 34. Despite Narconon's representations that Jack would receive counseling, at no point did  
20 Narconon staff ever speak to Jack about the specifics of his life or his drug use and its causes. In  
21 fact, no one at Narconon ever spoke to Jack about substance abuse at all.

22 35. Instead, patients in the Narconon program study eight books written by L. Ron Hubbard.  
23 Patients spend hours most days performing Training Routines contained within the books.  
24 Narconon and the Church of Scientology refer to the books as "technology" or "study  
25 technology."

1 36. Narconon pays a licensing fee to the Church of Scientology and the L. Ron Hubbard  
2 library for the use of this “technology.”

3 37. The Church of Scientology provides material support to Narconon. Such support comes in  
4 the form of national and international paid advertisements.

5 38. Each book in the Narconon program contains a 3-page “About the Author” section. This  
6 section provides, in pertinent part:

7  
8 L. Ron Hubbard’s discoveries make it possible for drug users to  
9 recover fully from their addiction. Narconon drug education and  
10 rehabilitation centers around the world use his techniques  
11 exclusively. For over thirty-five years, Narconon has been setting  
the pace in the field of drug rehabilitation, with (per independent  
studies) a 70 to 80 percent success rate in helping people to come off  
drugs - and *stay* off them.

12 L. Ron Hubbard departed his body on 24 January 1986. His  
13 breakthroughs in the field of drugs and their effects have given the  
14 planet its first truly workable and successful method of drug  
rehabilitation; and through his efforts, mankind has been provided  
with *real* solutions to the problems of today’s society. (emphases in  
original).

15 39. “L. Ron Hubbard” is prominently displayed in large type on the front of each book. But in  
16 every picture showing the books or study technology on the Rainbow Canyon Retreat website the  
17 author’s name is unable to seen.

18 40. The books or “technology” use numerous Training Routines (TRs) as teaching tools. TRs  
19 are drills or exercises routinely used in Scientology. Narconon students and Scientology  
20 practitioners perform these TRs in pairs known as twins. Narconon staff members supervise the  
21 twins to ensure the TRs are conducted properly.

22 41. For example, TR 3 from Book 1 of the Narconon program, is used to teach students about  
23 the “Cycle of Communication.” The “Cycle of Communication” is a concept found early on in  
24 “Scientology: The Fundamentals of Thought,” the book Narconon credits as being the inspiration  
25

1 for its program. Book 1 defines a “cycle of communication” as a “communication action that  
2 proceeds through all of its points from a beginning to a conclusion.”

3 42. To execute TR 3, one student or “twin” asks the other twin either: (a) “Do birds fly?” or  
4 (b) “Do Fish Swim?” The other twin must answer the question. The supervisor or coach attempts  
5 to disrupt the communication between the twins. TR 3, like other TRs, goes on for hours.

6 43. In TR 8 of Book 1 of the Narconon program, titled “Intention Without Reservation,” a  
7 student and a coach sit in chairs facing another chair. The chair the student and coach are facing  
8 has an ashtray on the seat. The coach is then, according to the book, supposed to instruct the  
9 student as follows: “First, locate the space which includes himself and the ashtray but not more  
10 than that much. Second, have him locate the object in that space. Third, have him [the student]  
11 command the object [the ashtray] in the loudest possible voice he can muster. This is called  
12 shouting.”

13 44. Jack, like other students in the Narconon facility there at the same time, was made to  
14 perform TR 8, and many other TRs that have no apparent connection to the treatment of substance  
15 abuse, for several hours each day.

16 45. Jack felt very uneasy to be in a room filled with students screaming commands at ashtrays  
17 at the top of their lungs.

18 46. The Narconon study technology teaches students about many foundational concepts or  
19 doctrines of Scientology. For example, the study technology teaches students in detail about  
20 Operating Thetans, the Eight Dynamics, the Conditions of Existence, Overts and Withholds, the  
21 Cycle of Action, the importance of “clearing” words, the use of “conditions formulas,” and  
22 Potential Trouble Sources. In addition, Narconon has students undergoing a form of auditing.

23 47. According to “Scientology: Fundamentals of Thought,” a thetan is a spirit that normally  
24 resides in a person’s skull or near the body. See id. at 65. The optimal place for a thetan to reside  
25 is near a body knowingly controlling the body. Id.

1 48. Teaching Narconon students about thetans serves no therapeutic purpose and is in direct  
2 contradiction of Narconon's representation that it is a secular program.

3 49. Book 6 of the study technology teaches students about the Eight Dynamics of Existence or  
4 the "Eight Dynamics." Book 6 defines the Eight Dynamics as the "eight urges (drives, impulses)  
5 in life." "Scientology: Fundamentals of Thought" explains at page 40 that "[t]he eight dynamics  
6 are used in Scientology communication and should be perfectly learned as part of the language of  
7 Scientology." Similarly, Book 6 of the Narconon program explains that the First Dynamic is the  
8 individual plus his immediate possessions, the Second Dynamic is creativity and sex, the Third  
9 Dynamic is group survival, the Fourth Dynamic is the species of mankind, the Fifth Dynamic is  
10 Life Forms, the Sixth Dynamic is MEST (matter, energy, space, and time) or the physical  
11 universe, the Seventh Dynamic is the urge to survive as spiritual beings or the urge for life itself to  
12 survive, and the Eighth Dynamic is the urge toward existence as Infinity.

13 50. The Narconon program has students demonstrate their understanding of each Dynamic by  
14 instructing the students to create clay sculptures depicting each Dynamic.

15 51. In Book 7 of the study technology, the Narconon program further teaches Scientology's  
16 philosophy of how life and people operate through its explanation of the "Conditions of  
17 Existence." Page 78 of Book 7 explains that the conditions, from highest to lowest, are: power,  
18 power change, affluence, normal operation, emergency, danger, non-existence, liability, doubt,  
19 enemy, treason, and confusion. Narconon students are taught that by applying the correct  
20 formulas they will improve on each of the Conditions of Existence.

21 52. Book 7 of the Narconon program, for example, defines the "Condition of Treason" as  
22 "betrayal after trust." The formula for the "Condition of Treason" is to "Find out *that* you are."  
23 (emphasis in original). The "Condition of Enemy" is defined as "[w]hen a person is an avowed  
24 and knowing enemy of an individual, a group, project or organization ...." The formula for the  
25 "Condition of Enemy" is to "Find out who you really are."

1 53. Narconon has students create clay sculptures and demo kits to demonstrate their  
2 understanding of the Conditions of Existence and applying formulas to those conditions. Such  
3 activities have no connection to treating substance abuse and constitute having students study the  
4 Scientology religion.

5 54. Narconon teaches about, and has students employ, the Scientology concepts of “Overts and  
6 Withholds.” Scientology and Narconon teach that an “overt” is a harmful act against the mores of  
7 the group. An overt does the least good for the least number of the Eight Dynamics, or does the  
8 most harm to the greatest number of the Eight Dynamics. A “withhold” occurs where someone  
9 commits an “overt” and then does not talk about that overt with the group. Scientology and  
10 Narconon teach that where a person commits an overt against the group and then withholds, that  
11 person begins to withdraw from the group.

12 55. To protect against the supposed harm caused by withholds, Narconon has students write  
13 out all the bad things they have done as “overts and withholds.” Narconon has students write out  
14 their transgressions in great detail according to an “Overt/Withhold Write-Up Format.” Narconon  
15 directs students to provide a detailed narrative of the event including the exact time and place it  
16 occurred and the names of individuals affected. Narconon then has students provide the write-ups  
17 to Narconon staff.

18 56. The Overt/Withhold Write-Up Procedure serves as a type of auditing. Auditing is one of  
19 the most common rituals of a practicing Scientologist. In these write-ups, Narconon students  
20 provide confidential details of the worst moments of their lives.

21 57. On information and belief, Narconon uses the Overt/Withhold Write-Up Procedure as  
22 leverage to keep students compliant with the Narconon program for fear that their write-ups may  
23 be disclosed.

24 58. Narconon and Scientology teach that “misunderstood words” are the root of all confusion  
25 when studying a subject. To that end, Narconon and Scientology require students to spend hours

1 “clearing” or looking up words, often in Scientology or L. Ron Hubbard dictionaries. Many of  
2 these “misunderstood” words students must clear are words invented by, or given special meaning  
3 within, Scientology. Examples of such words include “doingness,” “enturbulate,” “thinkingness,”  
4 “dope-off,” “misemotion,” “divertive,” “reelingness,” “not-know,” “randomities,” “livingness,”  
5 “creatingness,” “as-ising,” and “actingness.”

6 59. Narconon staff members use this Scientology-specific language both when instructing  
7 Narconon students, and in ordinary conversation with students.

8 60. L. Ron Hubbard quotes, using this Scientology-specific language, are displayed  
9 prominently around the Narconon facility in Caliente, Nevada.

10 61. Each student at Narconon is required to undergo the Sauna Program. Narconon calls this  
11 program the “New Life Detoxication” program.

12 62. Narconon’s “New Life Detoxification” program is substantially similar, if not identical, to  
13 the Scientology ritual known as “Purification Rundown,” or the “Purif.” The Purification  
14 Rundown is part of Scientology’s “Bridge to Total Freedom.” The Bridge to Total Freedom is the  
15 path a practicing Scientologist moves up to attain the state of “Clear.” Attaining the state of Clear  
16 is often regarded as the highest goal for a Scientologist.

17 63. Under Narconon’s sauna program, students first exercise vigorously before entering the  
18 sauna each day. On entering the sauna, Narconon requires each student to ingest increasing doses  
19 of Niacin and a “vitamin bomb.” Narconon increases students’ dosages of Niacin often exceeding  
20 5,000 mg/day – well beyond the recommended daily allowance.

21 64. If a student refuses to ingest the Niacin or other vitamins, the student faces discipline,  
22 which may include having to spend additional days in the sauna.

23 65. Narconon requires students to spend six hours per day for five weeks in a sauna at  
24 temperatures between 160 and 180 degrees Fahrenheit. Jack spent between twenty-four and  
25 twenty-six days in the sauna program under these conditions. Jack was only allowed ten coffee-

1 cup-size cups of water each day that he was in the sauna. He was warned that if he logged more  
2 than ten cups he would be required to spend additional days in the sauna.

3 66. Jack experienced severe dehydration, headaches, and persistent diarrhea during the sauna  
4 program. The Niacin made his skin feel as if he had a bad, lasting sunburn. He observed many of  
5 his fellow students likewise becoming ill during the sauna program. Each time Jack complained  
6 to the staff supervisor on duty about his severe headaches and feeling ill, he was told to get back in  
7 the “Box” and, “What turns it on, turns it off”.

8 67. There are no medical personnel overseeing Narconon students undergoing the sauna  
9 program. There is only a “sauna supervisor” who sits outside the sauna while the students are  
10 inside. The sauna supervisor does not have any special training to deal with medical issues, but  
11 serves primarily to police the students for compliance with the sauna regimen.

12 68. After one week of the sauna program, Jack began to have tremors. His hands would  
13 shake rapidly and his head would move involuntarily from side-to-side. Since then, Jack has  
14 continued to have tremors as much as three times per week.

15 69. On another occasion while Jack was undergoing the sauna program, he became unable to  
16 speak and had a constant tremor for a period of two hours. Narconon staff were required to take  
17 Jack to the emergency room for examination.

18 70. To date, Jack remains under the care of physicians and a neurologist to diagnose and treat  
19 the injuries he sustained at Narconon.

20 71. Narconon represented to the Welches that its sauna program is medically safe and has been  
21 scientifically-proven as effective. Narconon’s rationale for the sauna program is that residue of  
22 many different types of drugs remain in the body’s fatty tissue long after use. The drug residue is  
23 released from the fatty tissue from time-to-time into the bloodstream causing the individual to  
24 crave the drug, and, ultimately, relapse. Narconon and Scientology assert that the sauna program  
25

1 flushes these residual drug toxins out of the addict's system thereby reducing the cravings the  
2 residue causes.

3 72. Narconon's claims about the benefits of its sauna program, *i.e.*, Scientology's Purification  
4 Rundown, are false and do not withstand scientific scrutiny. Contrary to Narconon's claims, there  
5 is no scientific evidence that its sauna program flushes residual drug toxins out of students' fatty  
6 tissue. Nor is there any scientific evidence for Narconon's premise underlying the sauna program:  
7 That residual drug toxins stored in fatty tissue leak into the bloodstream and cause drug cravings.

8 73. Not only does Narconon's sauna program fail to live up to Narconon's claims about its  
9 benefits, the sauna program is dangerous. By having students ingest extreme doses of Niacin and  
10 other vitamins while sitting in extreme temperatures for hours, the sauna program unnecessarily  
11 exposes students to serious health risks including severe dehydration.

12 74. Narconon is aware that students routinely become ill during the sauna program. Despite  
13 this awareness, Narconon has failed to provide any on-site medical supervision of students  
14 undergoing the sauna program.

15 75. On November 19, 2013, Jack confirmed in a phone call to his parents that he felt he was in  
16 danger at Narconon and that he was being taught Scientology. Because a Narconon staff member  
17 was in the room with Jack and could hear his side of the conversation, Jack had to pretend to be  
18 speaking about a different subject. Even so, Jack managed to answer his parents' questions and  
19 convey that he needed to leave the program immediately.

20 76. The following day, Jack's father, David, flew to Las Vegas, Nevada and then drove to the  
21 facility in Caliente, Nevada. When David arrived, Narconon staff frantically attempted to get Jack  
22 to stay, even going so far as to call Jack's mother to attempt to persuade her. As David and Jack  
23 left to collect Jack's few belongings, Narconon staff followed them in a van to the run-down motel  
24 fifteen miles away from the main facility where the overflow of students were housed  
25

1 77. Since returning home to Houston, Texas, Jack suffers from anxiety and paranoia related to  
2 his experiences at Narconon and keeps his outings without his family to a minimum. He continues  
3 to suffer tremors and memory problems due to the sauna program at Narconon.

4 **FIRST CAUSE OF ACTION**

5 **BREACH OF CONTRACT**

6 78. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation  
7 set forth in the preceding paragraphs and further allege as follows:

8 79. Plaintiffs and Defendant were bound by a Contract whereby Defendant agreed, in  
9 exchange for consideration, to provide secular, residential drug and alcohol treatment to Jack  
10 Welch.

11 80. Defendant breached this contract by, *inter alia*: (i) failing to provide services constituting  
12 drug and alcohol treatment; and (ii) providing Scientology in lieu of drug and alcohol treatment.

13 81. Defendant's breaches have caused Plaintiff to suffer damages in excess of \$75,000.00.

14 **SECOND CAUSE OF ACTION**

15 **FRAUD**

16 82. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
17 forth in the preceding paragraphs and further allege as follows:

18 83. The following is a non-exhaustive list of false representations Defendant knowingly made  
19 to the Plaintiffs: (i) that the Narconon Fresh Start program has a 76% success rate; (ii) that the  
20 Narconon program is secular and does not involve the study or practice of any religion; (iii) that  
21 Narconon is not any way connected to the Church of Scientology; (iv) that Jack would receive  
22 counseling related to substance abuse; (v) that Narconon's sauna program, *i.e.*, the Purification  
23 Rundown, is safe and has been scientifically proven as effective; (vi) and that Jack would be  
24 safely medically detoxed at a facility under medical supervision.

1 84. Josh Penn, Intake Director of Narconon Fresh Start, made these statements to David and  
2 Stacy Welch on or about August 1, 2013, to induce David and Stacy to send their son to  
3 Narconon. These statements are also on the website that the Welches reviewed before sending  
4 their son to Narconon. Further, Narconon staff made these same false representations to the  
5 Welches throughout Jack's stay at Narconon to keep Jack in the program.

6 85. Had the Welches known that any of the above representations Defendant made were false,  
7 they would not have sent Jack to Narconon, nor paid Narconon a substantial sum of money.

8 86. As a proximate result of Defendant's fraudulent conduct, Plaintiffs have suffered damages  
9 in excess of \$75,000.00.

10 **THIRD CAUSE OF ACTION**

11 **NEGLIGENCE**

12 87. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
13 forth in the preceding paragraphs and further allege as follows:

14 88. Defendant owed Plaintiffs a duty to render substance abuse treatment to Jack Welch in a  
15 manner that did not subject him to an unreasonable risk of harm. Defendants further had a duty of  
16 care to render reasonably safe and effective treatment to Jack Welch.

17 89. Defendants breached these duties by: (i) instructing Jack to sit in a sauna for 5 hours per  
18 day for 24-26 days while ingesting extreme dosages of Niacin and other vitamins; (ii) failing to  
19 staff the Narconon treatment facility, and particularly the sauna, with any qualified medical  
20 personnel; (iii) failing to provide duly qualified counselors to administer treatment; and (iv)  
21 providing Scientology in lieu of substance abuse treatment.

22 90. As a proximate result of Defendant's breaches of the above duties, Plaintiff Jack Welch  
23 has suffered physical and mental injuries in excess of \$75,000.00.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues triable.

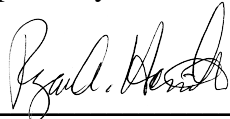
**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs prays for the following relief:

- A. Judgment in favor of Plaintiff and against Defendant for damages in such amounts as may be proven at trial;
- B. Compensation for special and general damages;
- C. Reasonable attorney's fees and costs of suit;
- D. Interest at the statutory rate;
- E. Punitive or exemplary damages against Defendant;
- F. All further relief, both legal and equitable, that the Court deems just and proper.

DATED this January 29, 2014.

Respectfully submitted,

By:  \_\_\_\_\_

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